

THIS DEED OF EASEMENT is made this ____ day of _____, 200_,
by and between _____ (hereinafter referred to as "Owner"); and
THE TOWN OF BLACKSBURG, VIRGINIA, a Virginia Municipal Corporation (hereinafter
referred to as "Town").

W I T N E S S E T H:

WHEREAS, the Owner is the owner and proprietor of certain real property situate in the
Town of Blacksburg, _____ Magisterial District, Montgomery County, Virginia,
identified as Tax Parcel _____, as shown on a plat entitled, _____
_____, drawn by _____, Document No.
_____, dated _____ (the "Plat");

WHEREAS, Owner acquired the property by deed recorded in Deed Book _____, at page
_____, among the land records of Montgomery County, Virginia; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the Town
the easements in the locations as shown on the Plat and as hereinafter provided;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00),
cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby dedicate to the
Town, its successors and assigns, the following easements:

Temporary Construction Easement. A temporary easement for the purpose of the necessary
construction of public utilities, consisting of _____ acres, as depicted and
described on the Plat. This temporary construction easement shall become null and void at such
time as the construction is complete. The Town shall restore the Easement Area as nearly as
possible to its pre-construction condition at the conclusion of the construction.

Exemption is claimed under Section 58.1-811(A)(3), Code of Virginia (1950), as amended.

Public Utility Easement. A public utility easement consisting of _____ acres, as depicted and described on the Plat for the construction, operation, maintenance, alteration or replacement of public utility facilities.

The foregoing easements are subject to the following conditions:

1. The Town shall have full and free use of said easements for the purposes stated, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the easement area.

2. Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said public utilities; provided, however, that Town at its own expense shall restore as nearly as possible, to their original condition, all land or premises included within or adjoining said easements which are disturbed in any manner by the construction, operation, and maintenance of said public utilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of laws or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, and other facilities within the easements.

3. Owner reserves the right to make use of the easement areas herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the Town for the purposes named; provided, however, that Owner shall not erect any building or other structure on the easement area without the prior written approval of Town.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed,
under seal.

(SEAL)

ACCEPTED:

TOWN OF BLACKSBURG

By: _____(SEAL)

Title: _____

Authorized to accept this Easement by Town Council Resolution 2-F-01.

Approved as to form:

Town Attorney

COMMONWEALTH OF VIRGINIA

COUNTY OF MONTGOMERY

The foregoing deed of easement was acknowledged before me by _____,
Owner, this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF MONTGOMERY

The foregoing deed of easement was acknowledged before me by _____,
_____ for the Town of Blacksburg, Virginia, on behalf of the Town, this
_____ day of _____, 200__.

Notary Public

My Commission Expires: _____